



C N Glass Ltd [CNG]

Terms and conditions

Single Glass/ Insulated Glass Units

1. Definitions

In these conditions “CNG” means CN Glass Ltd (Company Number 03881017) of Norton House, Beaumont Road, Banbury, Oxfordshire, OX16 1SD and its successors in title or assigns and the “Customer” means the person, firm or Company placing an Order with CNG.

2. Creditworthiness

CNG reserves the right not to enter into a contract with a Customer where that Customer's creditworthiness is not approved by CNG. Where a contract has been entered into prior to all usual investigations the Customer's credit having been completed, then if such investigations into when complete prove to be unsatisfactory to CNG, then CNG reserves the right to rescind such contract and the customer hereby acknowledges that CNG, is under no obligation, legal or otherwise, as a result of such rescission to the customer, its sub-contractors or any other third party in respect thereof. Customers not satisfying CNG's credit approval will be required to make payment in full prior to CNG committing to manufacture.

3. Orders

CNG will only accept orders in writing including e-mail and fax. Verbal orders will only be accepted at the trade counter where the customers will be required to sign a copy of the CNG order form as confirmation. All orders are accepted subject to the following terms and conditions which shall prevail over any conflicting terms and conditions of the customer unless otherwise specifically agreed in writing by CNG. Acceptance of any order or estimate from CNG shall be deemed to be an acknowledgement that any terms or conditions which maybe endorsed on or annexed to or contained in such acceptance or which in any way or manner seeks to revise amend or supersede these conditions howsoever shall not apply in so far as such revision amendment or supersession is specifically agreed by CNG in writing. Consequently, any order placed with CNG is deemed to create a binding agreement between CNG and the Customer incorporation these terms and conditions whether specifically accepted or otherwise. CNG reserves the right not to accept any order that in CNG's opinion is technically incorrect or in accordance with accepted Glass & Glazing Federation (GGF) standards.

4. Product Specification

Due to the nature of CNG's products and services it is not always possible to specify comprehensive details of the product and/ or service and requirements clearly on an

order acknowledgement. Consequently, these will not be issued. The Customer is responsible for specifying its requirements clearly on its order. Full details of CNG's interpretation of the customer's requirements will be available upon request, if not so requested the Customer shall not be entitled to reject the product or service subsequently provided by CNG on the basis that it is not as ordered unless there is an obvious difference between the order and the product or service supplied.

5. Templates

Where templates are required and provided by the Customer it is the responsibility of the Customer to ensure that they are accurate and of good quality material. Copies of CNGs "Customer Template Policy" are available upon request. Templates will be returned with the finished glass.

6. Dimensional tolerances

A tolerance of +/- half of the thickness of the glass to a maximum of +/- 3mm is required by CNG in accordance with industry standards. No claim for any product reported to be outside the agreed dimensional tolerances can be accepted unless the item is undamaged, available for collection and inspection by CNG.

7. Amendments and Cancellation

Amendments to orders will only be accepted in writing and may be subject to an administration charge at the discretion of CNG. Cancellation of any order will only be accepted without charge provided that no work has been done nor any special materials ordered which cannot be cancelled without cost to CNG. Work carried out prior to cancellation will be charged on a quantum meruit basis save that cancellation shall not be accepted on any order which has been substantially completed.

8. Terms of estimate

Any estimate submitted by CNG (unless otherwise expressly stated) is conditional upon acceptance in writing by the Customer within 30 (thirty) days of submission and may be liable to withdraw or alteration without notice at any time before acceptance. All estimates are based upon all work being carried out in normal working hours, any waiting time, expenses additional visits or overtime which are instructed, requested or made necessary by others for any reason whatsoever shall be charged additionally.

9. Deliveries

- i. Delivery dates are given in good faith but are approximate only and no liability or blame will be accepted in event of late delivery being caused by circumstances beyond CNG's immediate control. CNG is unable to quote or confirm delivery times on the agreed delivery day.
- ii. Delivery will normally be made by CNG or its agent carriers to the Customer. Delivery to site or any other non-standard delivery will only be affected by an agreed special arrangement between CNG and the Customer for which CNG reserves the right to make additional charge.
- iii. All goods should be examined by the Customer immediately upon delivery.

- iv. The signature by the Customer or its employee, or agent on the delivery note will be deemed to constitute acceptance by the Customer of the goods in good condition and conforming in all respects with the order and that the customer will make payment of the invoice. Should any defect be found to the glass, CNG must be notified in writing within 3 (three) working days of the delivery.

10. Repeats

CNG reserves the right to decline to produce repeats in construction, that in CNG's reasonable opinion or experience has shown to be unsound or that are regarded as obsolete.

11. Remakes

If the Customer requests that a remake of a delivered unit is required, it will be dealt with under CNG's Remake Policy copies of which are available upon request.

12. Prices

Unless an estimate has been given by CNG and accepted by the Customer under the terms of condition 12 hereof:

- i. Prices charged will be those ruling at the day of delivery of the goods and/or service.
- ii. Prices are issued subject to review without prior notification.
- iii. All products are sold subject to VAT at the rate chargeable at the day of delivery.
- iv. If CNG incurs additional costs of labour or transport over and above those provided for in any estimate, then CNG shall in its absolute discretion have the right to increase the contract price as indicated on the relevant estimate by the amount of such increased costs.

13. Payment

- i. Where estimates or orders provide for the manufacture and delivery of goods CNG will raise an invoice on delivery (or on notice that the goods are available for collection by the Customer) which invoice will be paid by the Customer within the payment terms specified on the invoice.
- ii. If any invoice is not paid on the due date all other invoices raised by CNG against the Customer will be deemed to be due and become immediately payable in full. CNG reserves the right to charge interest on any overdue invoices at the rate of 2.5% per month on the amount then outstanding. In the event of proceedings being issued for non-payment of overdue invoices the Customer will be charged for all goods manufactured which will remain on CNG's premises until all outstanding payment has been received.
- iii. If goods are not able to be received by the Customer within 1 (one) month after the invoice is issued CNG reserves the right to charge a storage fee on a full monthly basis. The goods are stored at the risk of the Customer.

14. Property and risk

- i. Risk in the goods shall pass to the Customer on delivery or payment, whichever occurs first.
- ii. Property in the goods shall pass to the Customer only when payment in full for all the goods delivered by CNG to the Customer pursuant to the relevant order (including interest where applicable) has been received by CNG and pending such payment the Customer will not use the goods or take any action in connection therewith which is inconsistent with CNG's title thereto. Where goods delivered under this contract have been sold by the Customer either in their original form after further modification and or incorporated in some other product then the Customer shall be trustee for CNG for the proceeds of the sale there of in respect of such proceeds until CNG shall have been paid fully thereof.
- iii. CNG by its employees or agents shall be entitled to enter upon or into any land premises or vehicle of the Customer to recover possession of its goods, a licence for which purpose is hereby granted if:
 - a. The Customer shall be in breach of any of these terms and conditions.
 - b. CNG reasonably considers for any reason that its goods are in jeopardy or on the happening of any of the following events:
 - i. Any Notice to the Customer that a Receiver, Liquidator, Manager or Administrator of the Customer is to be or has been appointed.
 - ii. Any Notice to the Customer that a winding up petition is to be or has been presented or Notice to convene a meeting to consider such a proposal (except in relation to a bona fide reconstruction or amalgamation).
 - iii. A decision by the Customer that it intends to make arrangements with its creditors or enter into a voluntary arrangement, Trust Deed or Composition with its creditors.
 - iv. Any act of bankruptcy or insolvency by the Customer.
 - v. Any event or default which causes CNG to consider that its title to the goods or proceeds of sale may be adversely affected. Then and in any such case the Customers authority to use the goods shall terminate and the Customer will immediately re-deliver the goods to CNG.
 - vi. Recovery of the goods, the subject of this agreement by CNG, from the Customer will not release the Customer from the obligation to pay CNG for work done and materials supplied.
 - vii. The Customer will notify CNG immediately upon the happening of any events or matters referred to under clause 14 hereof. On the happening of any events mentioned in sub-clauses 14 iii (a) and or (b) the benefit and burdens of these conditions are hereby assigned unconditionally to the Receiver and Administrator or Liquidator.

15. Liability

No liability is accepted (to the furthest extent permitted by law) for any breach of statutory duty or for negligence except that if any goods are defective workmanship by CNG in which case CNG shall only be liable to the extent required to remedy or replace such defects and only then to the extent that this is due to the defective workmanship of CNG. CNG may in any such event refund to the Customer the price for a proportionate part thereof (where applicable) but shall have no further liability to the Customer and in particular for any consequential loss arising there from.

16. Warranty

- i.** CNG warrants that upon delivery the goods will correspond with their specifications and / or description as set out in the Customer Order, subject to any variations agreed in writing between the Customer and CNG and that the goods will comply with any printed warranty given by CNG current at the date of the order relating to the type of goods the subject of the order. No warranty or liability is given or accepted in the following circumstances:

 - a.** In respect of any defect in goods arising from any drawing design materials or specifications supplied by the Customer.
 - b.** Any defect arising from fair wear and tear, wilful damage, negligence or failure to follow CNG's instructions (whether in writing or verbal) misuse or alteration in any manor without CNG's approval.
 - c.** If the total price of the goods has not been paid by the due date for payment.
 - d.** Where the Customer has failed to comply with the relevant assembly, fitting or storage instructions relating to the product including the need to remove the edge tape prior to fitting.
- ii.** CNG glass units carry a 5 (five) year warranty in respect of natural obscuration of vision. Copies of CNGs warranty and claims procedure are available upon request.
- iii.** Any claim by the Customer which is based on any defect in the quality or condition of the goods or their failure to comply with specifications shall (whether or not delivery is refused by the Customer) be notified in writing to CNG within 3 (three) working days from the date of delivery. If delivery is not refused and the Customer does not notify CNG accordingly, the Customer shall not be entitled to reject the goods and CNG shall have no liability for such defect or failure and in that event the Customer shall pay for the goods as if they had been delivered in compliance with the Customer Order.
- iv.** No responsibility will be accepted by CNG for striations and minor blemishes which may have arisen during glass making and or bending. Any complaint made in respect of the quality of the glass will be referred by CNG to the manufacturer and any credit agreed by the manufacturer following inspection will be passed on to the Customer. The decision of the manufacturer in any such event shall be final and binding on the parties hereto.

- v. CNG shall not be liable to the Customer by reason of any representation, implied warrant, condition or other term, duty at common law, or under the express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claims for negligence of CNG its employees, agents or otherwise (except in respect of death or personal injury caused by CNG negligence) which arise out of or in connection with the supply of the goods or their use or re-sale by the Customer, except as expressly provided in these conditions.
- vi. The limitations and conditions contained herein when accepted by the Customer are hereby expressly acknowledged to be deemed to be reasonable within the meaning of the Unfair Contract Terms Act 1977 (and any statutory amendment thereof) due to the nature of glass products.
- vii. The Customer's own materials will be handled with care by CNG but are only accepted at the risk of the Customer. Glass Supplied by the Customer for toughening will be processed entirely at the Customer's own risk and will be charged for each piece supplied and processed, even if an item is broken during the toughening process.

17. Modifications

CNG reserves the right to make such modifications and or improvements to any of its products as it deems necessary without prior notification but such modifications and or improvements shall not entitle the customer to reject any product so improved and or modified or any product previously supplied by CNG to the customer prior to such modification to be made.

18. Conflict

- i. Should there be any conflict between the conditions of Contract of CNG and the conditions of Contract of the Customer or any their Contradictory Supplier, sub-contractor or agent of the Customer relating to the goods or products supplied and/or installed or the title to goods or products supplied and/or installed then as is hereby expressly agreed the Conditions of Contract of CNG are to prevail and apply in all and any event.
- ii. Funds received by the Customer by way of payment or interim payment in respect of contracts for which goods or products supplied by CNG forms the whole or part shall to the value or quoted price be held by the Customer at the written request of CNG in a designated or separate Bank Account as trustee and Customer to CNG in accordance herewith.
- iii. The terms and conditions hereto shall be read and construed in accordance with English Law and the parties hereto agree to submit to such jurisdiction in respect of any dispute or difference arising between the parties.
- iv. The customer shall indemnify CNG from and against all legal and other costs properly incurred by CNG in enforcement of its rights under these conditions.

19. Privacy and Data Protection

- i. Use of the Website and the Services is also governed by CN Glass' Privacy Policy which is incorporated into these terms and conditions by this reference
- ii. CN Glass Ltd will only process Personal Data to provide the Services or otherwise to comply with applicable laws or regulatory requirement
- iii. CN Glass Ltd will ensure that any person with access to or processing the Personal Data is subject to a duty or confidence
- iv. CN Glass Ltd will take appropriate technical and organisational security measures to ensure the security of processing and protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised access or disclosure or unlawful processing.
- v. CN Glass Ltd don't and won't ever sell or rent your information to any 3rd parties